



# Chef's Cruise

a mindful culinary adventure



April 8 – 22, 2010

## **RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS** **(PLEASE READ CAREFULLY: THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS.)**

**PLEASE SEND A COPY OF THESE FORMS, INITIALED AND SIGNED WHERE APPROPRIATE, FOR EACH PERSON, ALONG WITH YOUR DEPOSIT CHECK(S). SEE BELOW.**

**Spirit & Spice (aka Thomas Herndon)** acts only as agent for their clients in matters pertaining to travel by air, sea or surface. They shall not be liable for any loss, injury or damage to person, property or otherwise in connection with any accommodation, transportation, or other services resulting directly or indirectly from any acts of God, dangers, incident at sea or around a vessel, fire, breakdown of machinery or equipment, acts of governments or other authorities, wars, whether declared or not, hostilities, civil disturbances, strikes, riots, thefts, pilferage, epidemics, quarantines, medical or customs regulations, defaults, delays or cancellations of or changes in itinerary or schedules or from any other causes beyond Spirit & Spice 's control, or for any loss or damage resulting from insufficient or improperly issued passports, visas or other documents.

Neither Spirit & Spice nor any of their affiliates or subsidiaries shall be or become liable or responsible for any additional expenses or liability sustained or incurred by the tour member or passenger as a result of any of the foregoing causes. Any and all claims asserted against Spirit & Spice arising out of any services provided to clients, shall be integrated exclusively within the Superior Court of San Francisco County or the U.S. District Court, Northern District of California and not otherwise. ***Spirit & Spice must be notified of any such claims, in writing, within six months of occurrence and any legal proceedings instituted within one year.***

### **LIMITATION OF LIABILITY**

The paragraphs on these pages define our responsibility with respect to all our trips. PLEASE READ THEM CAREFULLY. ***Payment of your deposit represents your acceptance of the following terms and conditions.***

### **ASSUMPTION OF RISKS**

I, \_\_\_\_\_, acknowledge that I have voluntarily applied to participate on the trip designated on this application (or a trip which I may subsequently transfer to). I am voluntarily participating on the tour with knowledge that travel to the foreign countries and/or remote areas visited by this trip involves numerous risks and dangers including, but not limited to: the forces of nature; civil unrest; terrorism; roads, trails, hotels, vehicles, boats or other means of conveyance which are not operated nor maintained to standards common in the United States; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention once provided; physical exertion for which I am not prepared; consumption of alcoholic beverages; or negligence (but not the willful or fraudulent conduct) on the part of Spirit & Spice, or others. I acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement being a reason for my voluntary participation.

I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE, AND ACCEPT ANY AND ALL RISKS OR DELAY, UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL TRAUMA, OR DEATH AND VERIFY THIS STATEMENT **BY PLACING MY INITIALS HERE:** \_\_\_\_\_

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**RELEASE**

I acknowledge that the cost of all Spirit & Spice trips have been based upon Trip Participants executing this **Release of Liability and Assumption of All Risks**. Therefore, as lawful consideration for being permitted to participate on such trip(s), I hereby RELEASE AND DISCHARGE SPIRIT & SPICE AND THEIR AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TOUR OR EXPEDITION. I agree this release shall be legally binding upon myself, all minors under the age of 21 traveling with me, my heirs, successors, assigns, and legal representatives; it being my intention to fully assume all the risk of travel and to release Spirit & Spice from any and all liabilities to the maximum extent permitted by law.

I understand that all applications are subject to acceptance by Spirit & Spice and upon acceptance shall be deemed to have been entered into and to be performed at San Francisco, California. In the unlikely event a legal dispute should arise involving any subject matter whatsoever, I agree that the following conditions will apply: (a) the dispute shall be settled by binding arbitration through the American Arbitration Association at San Francisco, California; (b) the dispute will be governed by California law; and (c) the maximum amount of recovery to which I will be entitled under any and all circumstances will be the land cost of my trip with Spirit & Spice . I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**KNOWING AND VOLUNTARY EXECUTION**

I have carefully read and fully understand the contents and legal ramifications of **"Release of Liability and Assumption of All Risks"** as well as all the conditions as stated under the heading **"Terms and Conditions,"** especially noting those regarding cancellation and refund policies, limitation of liability, and responsibility borne by trip participants. I understand this is a legally binding and enforceable contract and sign it of my own free will.

**SIGNATURE OF APPLICANT** \_\_\_\_\_ **DATE** \_\_\_\_\_

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## TERMS AND CONDITIONS

### INSURANCE

We strongly recommend that all participants obtain a short-term traveler's insurance policy covering baggage, accident/life/medical, and trip interruption and cancellation. Trip cancellation insurance reimburses you for non-refundable air and land costs should you have to cancel the trip due to reasons covered by the insurance company (personal or family illness, etc.). We recommend [www.csatravelprotection.com](http://www.csatravelprotection.com) as a resource.

### PRICING AND ARRANGEMENTS

Quoted program prices include planning, handling and operational charges, and are based on current rates of exchange, tariffs and taxes as of January 2009. Spirit & Spice reserves the right to increase tour prices to cover increased costs, tariffs and taxes received after prices are published, and to reflect fluctuations in foreign exchange markets. Spirit & Spice is under no obligation to give breakdown costs involved in any Escorted or Tailor Made program. Modification of tour content to accommodate a smaller group size may affect published tour price.

Spirit & Spice also reserves the right to withdraw a tour or any part of it and to make such alterations in the itinerary or with the tour inclusions as are necessary or desirable and to pass on to tour members any expenditures or losses caused by delays or events beyond their control.

### CANCELLATIONS / REFUNDS

All cancellations are subject to a cancellation fee, as follows (computed as of the date of our receipt of written cancellation notice). Any balance will be returned to the traveler within 6 weeks of cancellation.

- Minimum cancellation fee: **\$500**
- Cancellation 90-46 days prior to departure: **35% of land cost**
- Cancellation 45 days or less prior to departure: **100% of land cost**

Rates are based on group participation and no partial refunds will be given for unused trip arrangements, sightseeing, etc. for any reason whatsoever.

If the final balance is not paid when due, Spirit & Spice reserves the right to treat the reservation as canceled. Additionally, no one will be allowed to join a trip unless all payments and necessary documents have been received. In the event of a late sign-up (i.e., less than 30 days prior to departure), or for trip participants residing outside the U.S., a charge may be added to your final invoice to cover the cost of express delivery of your air tickets and/or trip documents.

Spirit & Spice reserves the right to cancel any trip prior to departure for any reason whatsoever, including insufficient sign-up or logistical problems which may impede trip operations. The refund of all payments received shall be paid to the traveler within 6 weeks of cancellation and shall release Spirit & Spice from any further liability. Trip cancellation due to insufficient sign-up would normally occur a minimum of one month prior to departure.

Spirit & Spice must normally make substantial payments to suppliers far in advance of the scheduled embarkation date. If a trip is canceled due to *force majeure* (war, labor strikes, earthquake, flooding, etc.), Spirit & Spice will promptly refund the portion of the trip cost not advanced to suppliers and will use best efforts to recover and refund the balance as promptly as possible. However, Spirit & Spice does not guarantee recovery of any or all of the advance payments made, and our use of best efforts to recover these payments will not include the institution of any legal proceedings in foreign jurisdictions.

Spirit & Spice is not responsible for expenses incurred by trip members in preparing for a canceled trip (e.g., non-refundable, advance-purchase air tickets, visa fees, equipment, etc.) or for any necessary additional arrangements should a trip member have embarked prior to the scheduled departure date.

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**LAND COST DOES NOT INCLUDE**

International airfare; flights internal to the trip itinerary (except for specified tours); passports; visas; gasoline; tips to hotel, restaurant and guided tour staff; immunizations; insurance of any kind; medical costs; costs of hospitalization or evacuation from remote areas; alcoholic beverages; laundry; excess baggage charges or other items of a personal nature; additional expenses arising from the delay or extension of a trip due to weather, political disputes, sickness, failure of transportation; or other causes beyond our reasonable control. The Trip Cost section of the Detailed Itinerary may indicate further exclusions.

**MEDICAL**

Our trips are not very rigorous, but certain activities are physically demanding. On some itineraries we travel to areas where medical facilities are few and far between, and evacuation, should it become necessary, can be prolonged, difficult, and expensive. Spirit & Spice assumes no liability regarding provision of medical care. Trip members are urged to check their insurance coverage to be sure it is adequate. Each trip member must be in good health to participate on one of our tours; it is important that persons with medical problems make them known to us well before departure.

**The trip leader has the right to disqualify any member from the group at any time if considered medically necessary or to avoid endangering the group, or if the participant in question is physically unfit for the rigors of the trip. Refunds are not given under such circumstances.**

Trip members should have a personal supply of any special medications which they may need. It is understood that Spirit & Spice is not a medical facility and therefore has neither expertise nor responsibility regarding what medications or inoculations you and your private physician should decide necessary for your safe participation in the tour.

**EQUIPMENT AND BAGGAGE**

We recommend that you travel as light as possible, limiting yourself to one checked bag and one carry-on. Spirit & Spice cannot assume any responsibility for loss or damage to baggage or personal property or any charge for excess baggage.

**THIRD PARTIES**

Spirit & Spice gives notice that services provided in connection with these itineraries, including transportation, hotel accommodations, restaurants, and other services, are purchased from various independent suppliers who are not affiliated with Spirit & Spice in any way. Although they endeavor to choose the best suppliers available, Spirit & Spice has no right to control such suppliers' operations and therefore makes these travel arrangements upon the express condition that Spirit & Spice and their own agents and employees shall not be liable for any delay, mishap, inconvenience, expense, irregularity, bodily injury or death to person, or damage to property occasioned through the conduct or default of any company or individual engaged in providing these arranged services. Each of these passenger conveyance companies, tour companies, hotels, restaurants, etc., is subject to the laws of the state or country where the service is provided.

**TRAVEL CONSUMER RESTITUTION FUND**

Please be advised that California has established a Travel Consumer Restitution Fund. It does not cover non-California residents, or foreign travel when the foreign "providers of transportation or travel services" are not registered Sellers of Travel in California or contributors to the Travel Consumer Restitution Fund. Since some of the Spirit & Spice's foreign travel providers for this trip are in compliance with the California Seller of Travel Law, only some of Spirit & Spice's tours qualify for coverage by the fund, and you are by law required to be advised that you may not be eligible to make any claim from that fund in the unlikely event of any default by Spirit & Spice or any of our foreign suppliers.

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**LIMITATION OF LIABILITY**

Spirit & Spice shall not be liable for: (a) expenses such as additional hotel nights and meals not specified in the detailed trip brochures which may be required either en-route, prior to, or following a trip, when caused by individual clients' travel arrangements, by airline scheduling or airline schedule changes, canceled flights, missed flight connections, or by other factors not under Spirit & Spice's control;(b) expenses incurred in recovering luggage lost by airlines, belongings left behind on a trip, or in shipping purchases or other goods home from abroad; (c) bodily injury or property damage, for any reason including but not limited to acts of God, weather, quarantines, strikes, civil disturbance, theft, default, detention, annoyance, changes in government regulations, terrorism, war, or failure of conveyance to arrive or depart as scheduled, etc., over which they have no control.

**PHOTOGRAPHS**

Spirit & Spice reserves the right to take photographic or film records of any of our trips, including trip participants, and may use any such records for promotional and/or commercial purposes.

**DISQUALIFICATION**

Spirit & Spice reserves the right to not accept, to disqualify after acceptance, or to exclude from further participation once a trip has begun any person they judge to be incapable of meeting the rigors and requirements of participating in the activities, or any person whose actions or deportment impede trip operation or the rights, welfare, or enjoyment of other trip members or office staff. A refund based on the cost of only unused land services (excluding any additional air costs incurred) is the limit of Spirit & Spice's responsibility in such a case.

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